

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

MICHAEL McKINNIS	:	CIVIL ACTION
	:	
vs.	:	
	:	
HARTFORD LIFE AND ACCIDENT	:	
INSURANCE COMPANY (Incorrectly	:	
styled as Hartford Life)	:	NO. 02-cv-3512

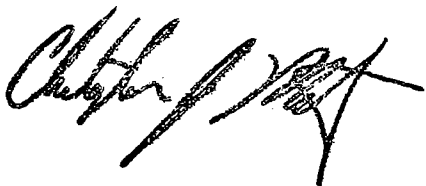
APPENDIX TO DEFENDANT'S MOTION FOR SUMMARY JUDGMENT

H-1 through H-48	Hartford Life and Accident Insurance Company Policy
H-49 through H-110	Administrative Record

May 15, 2002

To Whom It May Concern:

I certify that this is a true, correct and complete copy of group policy GRH-673565, issued by Hartford Life and Accident Insurance Company to WORLDCOM, INC., and that this policy reflects the provisions in effect on May 18, 2001 and January 9, 2002.

A handwritten signature in black ink, appearing to read "Christopher Matz", with a stylized flourish at the end.

Christopher Matz
Director, Client Administration Services

MCI WORLDCOM, INC.

Short Term Disability

TABLE OF CONTENTS

Group Short Term Disability Benefits

	PAGE
SCHEDULE OF INSURANCE.....	3
Must you contribute toward the cost of coverage?	3
Who is eligible for coverage?	3
When will You become eligible? (Eligibility Waiting Period).....	3
DEFINITIONS.....	4
ELIGIBILITY AND ENROLLMENT	6
When does your coverage start?	7
When will coverage become effective if a disabling condition causes you to be absent from work on the date it is to start?.....	7
Can you change benefit options?	7
When will a requested change in benefit options take effect?	7
BENEFITS.....	8
How do benefits become payable for Disability?	8
When will benefit payments cease?	8
What is Vocational Rehabilitation	9
PRE-EXISTING CONDITIONS LIMITATIONS.....	10
Are benefits limited for a Pre-Existing Condition?	10
EXCLUSIONS.....	10
What disabilities are not covered?	10
TERMINATION.....	11
When does your insurance terminate?	11
Does your insurance coverage continue while you are Disabled and no longer an Active Full-Time Employee?....	11
GENERAL PROVISIONS	12
ERISA	14

A note on capitalization in this benefits booklet:

Capitalization of the first letter of a word or phrase not normally capitalized according to the rules of standard punctuation (Weekly Earnings, for example) indicates a word or phrase that is defined in the DEFINITIONS section, or that refers back to an item found in the Schedule of Benefits.

PS-M-73

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY
Hartford, Connecticut
(Herein called Hartford Life)

CERTIFICATE OF INSURANCE
Under
The Group Insurance Policy
as of the Effective Date
Issued by
HARTFORD LIFE
to
The Policyholder

This is to certify that Hartford Life has issued and delivered the Group Insurance Policy to The Policyholder.

The Group Insurance Policy insures the employees of the Policyholder who:

- are eligible for the insurance;
 - become insured; and
 - continue to be insured;
- according to the terms of the Policy.


The terms of the Group Insurance Policy which affect an employee's insurance are contained in the following pages. This Certificate of Insurance and the following pages will become your Booklet-certificate. The Booklet-certificate is a part of the Group Insurance Policy.

This Booklet-certificate replaces any other which Hartford Life may have issued to the Policyholder to give to you under the Group Insurance Policy specified herein.

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY



Lynda Godkin, *Secretary*



Lowndes A. Smith, *President*

Z-STD(C003)

SCHEDULE OF INSURANCE

Final interpretation of all provisions and coverages will be governed by the Group Insurance Policy on file with Hartford Life at its home office.

Policyholder: MCI WORLDCOM, INC.

Group Insurance Policy: GRH-673565

Plan Effective Date: January 1, 2000

This plan of Short Term Disability Insurance provides you with short term income protection if you become Disabled from a covered accident, sickness or pregnancy.

Must you contribute toward the cost of coverage?

You must contribute towards the cost of coverage.

Who is eligible for coverage?

Eligible Class(es): All Active Full-time Employees

Full-time Employees: Mass Market Employees regularly scheduled to work at least 35 hours per week and all other Employees regularly scheduled to work at least 37.5 hours per week, excluding Employees working in Hawaii.

For all Employees who work in New Jersey, the **Weekly Benefit** will be the lesser of:

- 66 2/3% of the first \$602.00 of your Weekly Earnings and 60% of the balance of your Weekly Earnings; or
 - \$1,500,
- reduced by Other Income Benefits.

For all others, the **Weekly Benefit** will be the lesser of:

- 60% of your Weekly Earnings; or
 - \$1,500
- reduced by Other Income Benefits.

The **Maximum Duration of Benefits** for a Disability is:

- when the Pre-existing Condition Limitation applies, 0 day(s) if caused by Accident or Sickness; otherwise
- 26 week(s) if caused by Accident and 25 week(s) if caused by Sickness.

Benefits Commence for Disability caused by:

- Accident: on the 1st day of Disability
- Sickness: on the 8th day of Disability

Annual Enrollment Period: On A Yearly Basis As Determined By The Policyholder

When will You become eligible? (Eligibility Waiting Period)

The first day of the month coincident with or next following the date on which You complete a waiting period of 6 month(s) of continuous service as an Active Full-time Employee.

The waiting period will be reduced by the period of time you were an Active Full-Time Employee with the Employer under the Prior Plan.

H-5

DEFINITIONS

The terms listed will have these meanings:

Active Full-time Employee means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. Such employee must work the number of hours in the Employer's normal work week. This must be at least the number of hours for Full-time Employment shown in the Schedule of Insurance, and excludes anyone who performs a service for the Employer and does not receive an IRS Form W-2 for the services rendered.

Actively at Work

You will be considered to be actively at work with the Employer on a day which is one of the Employer's scheduled work days if you are performing, in the usual way, all of the regular duties of your job on a full time basis on that day. You will be deemed to be actively at work on a day which is not one of the Employer's scheduled work days only if you were actively at work on the preceding scheduled work day.

Current Weekly Earnings means the Weekly Earnings you receive from any employer or for any work while Disabled and eligible for benefits under this Plan.

Disability or Disabled means that you are prevented by:

1. accidental bodily injury;
2. sickness;
3. Mental Illness;
4. Substance Abuse; or
5. pregnancy,

from performing the essential duties of your occupation, and as a result, you are earning less than 80% of your pre-disability Weekly Earnings.

Employer means the Policyholder.

Mental Illness means any psychological, behavioral or emotional disorder or ailment of the mind, including physical manifestations or psychological, behavioral or emotional disorders, but excluding demonstrable structural brain damage.

Other Income Benefits mean the amount of any benefit for loss of income, provided to you or to your family as a result of the period of Disability for which you are claiming benefits under this plan. This includes any such benefits for which you or your family are eligible, or that are paid to you, your family, or to a third party on your behalf. This includes the amount of any benefit for loss of income from:

1. the United States Social Security Act, the Civil Service Retirement System, the Railroad Retirement Act, the Jones Act, the Canada Pension Plan, the Quebec Pension Plan or similar plan or act that you, your spouse, or your children are eligible to receive because of your Disability;
2. any plan or arrangement of coverage, whether insured or not, as a result of employment by or association with the Employer, or as a result of membership in or association with any group, association, union or other organization;
3. the Veteran's Administration or any other foreign or domestic governmental agency for the same Disability;
4. any governmental law or program that provides disability or unemployment benefits as a result of your job with the Employer;
5. any temporary or permanent disability benefits under a workers' compensation law, occupational disease law, or similar law; or
6. individual insurance policy where the premium is wholly or partially paid by the Employer.

Other Income Benefits will also include the amount of any benefits for loss of income from:

1. the portion of a settlement or judgment, minus associated costs, of a lawsuit that represents or compensates for your loss of earnings; or
2. compulsory "no-fault" automobile insurance.

Any general increase in benefits required by law that you are entitled to receive under any Federal Law will not reduce the Short Term Disability Benefit payable for a period of Disability that began prior to the date of such increase.

If you are paid Other Income Benefits in a lump sum, we will pro-rate the lump sum:

1. over the period of time it would have been paid if not paid in a lump sum; or
2. if such period of time cannot be determined, over a period of 104 weeks.

Physician means a practitioner of a healing art, which we are required by law to recognize, who is properly licensed, and practicing within the scope of that license.

Pre-Disability Earnings means your Weekly Earnings in effect on the day before you became Disabled.

Prior Plan means the short term disability plan carried by the Employer on the day before the Plan Effective Date.

Sickness vs. Accident

A Disability shall be deemed to be caused by sickness, and not by accident, if:

1. it is caused or contributed to by:
 - a) any condition, disease or disorder of the body or mind;
 - b) any infection, except a pus-forming infection of an accidental cut or wound;
 - c) hernia of any type unless it is the immediate result of an accidental injury covered by this plan;
 - d) any disease of the heart;
 - e) Mental Illness;
 - f) Substance Abuse;
 - g) pregnancy;
 - h) any medical treatment for items (a) through (g) above; or
2. it is caused directly or indirectly by accident, but commences more than 30 days after the date of the accident.

Substance Abuse means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by:

1. impairments in social and/or occupational functioning;
2. debilitating physical condition;
3. inability to abstain from or reduce consumption of the substance; or
4. the need for daily substance use to maintain adequate functioning.

Substance includes alcohol and drugs but excludes tobacco and caffeine.

We, us or our means the Hartford Life and Accident Insurance Company.

Weekly Earnings means your regular weekly rate of pay, including Commissions, from the Employer just prior to the date you become Disabled:

1. including contributions you make through a salary reduction agreement with the Employer to:
 - a) an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
 - b) an executive non qualified deferred compensation arrangement; or
 - c) a salary reduction arrangement under an IRC Section 125 plan; and
2. not including bonuses, overtime pay or expense reimbursements for the same period as above, averaged over the 12 calendar month period ending just prior to the date you become Disabled, or over the number of calendar months of employment if less than this period.

If you become Disabled, your Weekly Earnings will be the rate in effect on your last day as an Active Full-time Employee before becoming Disabled.

You or your means the insured person to whom this Booklet-certificate is issued.

ELIGIBILITY AND ENROLLMENT

Who are Eligible Persons?

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

When will you become eligible?

You will become eligible for coverage on either:

1. the Plan Effective Date, if you have completed the Eligibility Waiting Period; or if not
2. the date on which you complete the Eligibility Waiting Period.

See the Schedule of Insurance for the Eligibility Waiting Period.

How do you enroll?

To enroll for this plan, you must use the Employer's on-line enrollment process.

If you are a Mass Market employee, you must enroll between the 45th and 80th day after becoming eligible, the following limitations will apply to a later enrollment:

1. you must submit Evidence of Insurability satisfactory to us; and
2. you may not enroll until:
 - a) an Annual Enrollment Period; or
 - b) you have a Change in Family Status.

All other employees must enroll between the date they become an Eligible Person and the 50th day after becoming eligible, the following limitations will apply to a later enrollment:

1. you must submit Evidence of Insurability satisfactory to us; and
2. you may not enroll until:
 - a) an Annual Enrollment Period; or
 - b) you have a Change in Family Status.

Any such enrollment must be made during the Annual Enrollment Period or within 60 days of the Change in Family Status.

The dates of the Annual Enrollment Period are shown in the Schedule of Insurance.

What constitutes a Change in Family Status?

A Change in Family Status means:

1. your marriage, or the birth or adoption of a child, or becoming the legal guardian of a child;
2. the death of or divorce from your spouse; or
3. the death of or emancipation of a child.

What is Evidence of Insurability?

If you are required to submit Evidence of Insurability, you must:

1. complete and sign a health and medical history form provided by us;
2. submit to a medical examination, if requested;
3. provide any additional information and attending physicians' statements that we may require; and
4. furnish all such evidence at your own expense.

We will then determine if you are insurable under the plan.

WHEN COVERAGE STARTS

When does your coverage start?

1. If you must contribute towards the plan's cost, your coverage starts on the date you are eligible, if you enroll or have enrolled by then;
2. the date on which you enroll, if you do so within your initial enrollment period; or
3. the first day of the calendar year following the Annual Enrollment Period if you enroll during an Annual Enrollment Period; or
4. the date we approve your Evidence of Insurability if you are required to submit Evidence of Insurability.

DEFERRED EFFECTIVE DATE

Will coverage become effective if a disabling condition causes you to be absent from work on the date it is to start?

If you are absent from work due to your:

1. accidental bodily injury;
2. sickness;
3. pregnancy;
4. Mental Illness; or
5. Substance Abuse,

on the date your insurance or increase in coverage would otherwise have become effective, the effective date of the coverage or increase in coverage will be deferred until you have been Actively at Work for one full work-day.

CHANGES IN COVERAGE

Can you change benefit options?

You may change to an option providing increased or decreased benefits only:

1. during an Annual Enrollment Period; or
2. within 60 days of a Change in Family Status.

An increase in coverage will be subject to your submission of Evidence of Insurability that meets our approval.

When will a requested change in benefit options take effect?

If you enroll for a change in benefit option during an Annual Enrollment Period, the change will take effect on the later of:

1. January 1st following the Annual Enrollment Period; or
2. the date we approve your Evidence of Insurability, if you are required to submit Evidence of Insurability.

If you enroll for a change in benefit option within 60 days following a Change in Family Status, the change will take effect on the later of:

1. the date you enroll for the change; or
2. the date we approve your Evidence of Insurability, if you are required to submit Evidence of Insurability.

Any such increase in coverage is subject to the limitations stated in the Deferred Effective Date provision and the Pre-existing Conditions Limitation Provision.

Do coverage amounts change if there is a change in your class or your rate of pay?

Your coverage may increase or decrease on the date there is a change in your class or Weekly Earnings. However, no increase in coverage will be effective unless on that date you:

1. are an Active Full-time Employee; and
2. are not absent from work due to your being Disabled.

If you were so absent from work, the effective date of such increase will be deferred until you are Actively at Work for one full day.

No change in your Weekly Earnings will become effective until the date we receive notice of the change.

What happens if the Employer changes the Plan?

Any increase or decrease in coverage because of a change in the Schedule of Insurance will become effective on the date of the change, except that the limitations on increases stated in the Deferred Effective Date provision and the Pre-existing Conditions Limitation will apply.

BENEFITS

How do benefits become payable for Disability?

If, while covered under this Benefit, you become Disabled, and furnish proof to us that you remain Disabled, we will pay the Weekly Benefit shown in the Schedule of Insurance.

The amount of any Weekly Benefit payable shall be reduced by the total amount of all Other Income Benefits, including any amount for which you could collect but did not apply. The benefit will be further reduced by any income received from any employer for the period you are Disabled.

See the Schedule of Insurance for the Weekly Benefit, the Maximum Duration of Benefits, and when Benefits Commence.

No benefits will be payable unless you are under the care of a Physician other than yourself or a member of your immediate family.

A member of your immediate family is your spouse, father, mother, brother, sister, son or daughter.

Regular care by a Physician will cease to be required if, in the opinion of qualified medical professionals, further medical care and treatment would be of no value to you.

How is a benefit calculated for a period of less than a week?

If a Weekly Benefit is payable for less than a week, we will pay 1/7 of the Weekly Benefit for each day you were Disabled.

When will benefit payments cease?

Benefit payments will stop on the first to occur of:

1. the date you are no longer Disabled;
2. the date you fail to furnish proof that you continue to be Disabled;
3. the date you refuse to be examined, if we require an examination;
4. the last day benefits are payable according to the Maximum Duration of Benefits shown in the Schedule of Insurance; or
5. the date you die.

RECURRENT DISABILITY

What happens to your benefits if you return to work as an Active Full-time Employee and then become Disabled again?

If you return to work as an Active Full-time Employee for 14 consecutive days or more, any recurrence of a disability will be treated as a new Disability with respect to when Benefits Commence and the Maximum Duration of Benefits, as shown in the Schedule of Insurance.

If recurrent periods of Disability are:

1. due to the same or a related cause; and
2. separated by less than 14 consecutive days of work as an Active Full-time Employee,

they will be considered to be the same period of Disability.

MULTIPLE CAUSES

How long will benefits be paid if a period of Disability is extended by another cause?

If a period of Disability is extended by a new cause while weekly benefits are payable, weekly benefits will continue while you remain Disabled, subject to the following:

1. weekly benefits will not continue beyond the end of the original Maximum Duration of Benefits; and
2. the Exclusions and the Pre-existing Conditions Limitation will apply to the new cause of Disability.

VOCATIONAL REHABILITATION

What is Vocational Rehabilitation?

Vocational Rehabilitation means employment or services that prepare you, if Disabled, to resume gainful work.

Our Vocational Rehabilitative Services include, when appropriate, any necessary and feasible:

1. vocational testing;
2. vocational training;
3. work-place modification;
4. prosthesis; or
5. job placement.

REHABILITATIVE EMPLOYMENT

Rehabilitative Employment means employment that is part of a program of Vocational Rehabilitation. Any program of Rehabilitative Employment must be approved, in writing, by us.

Do earnings from Rehabilitative Employment affect the Weekly Benefit?

1. If you are Disabled and are engaged in an approved program of Rehabilitative Employment, your Weekly Benefit will be the amount calculated for Disability.

The sum of your Weekly Benefit and total income received (Current Weekly Earnings and Other Income Benefits) under this provision may not exceed 100% of your pre-disability Weekly Earnings. If this sum exceeds your pre-disability Weekly Earnings, the Weekly Benefit paid by us will be reduced by the amount of the excess.

PRE-EXISTING CONDITIONS LIMITATIONS**Are benefits limited for a Pre-existing Condition?**

The Maximum Duration of Benefits is limited as shown in the Schedule of Insurance. This limitation applies to any period of Disability that is due to, contributed to by, or results from a Pre-existing Condition, unless such Disability begins:

1. after the last day of 90 consecutive day(s) while insured during which you received no Medical Care for the Pre-existing Condition; or
2. after the last day of 365 consecutive day(s) during which you have been continuously insured under this plan.

What is a Pre-existing Condition?

A Pre-existing Condition is:

1. any accidental bodily injury, sickness, Mental Illness, pregnancy, or episode of Substance Abuse; or
2. any manifestation, symptom, finding, or aggravation related to or resulting from such accidental bodily injury, sickness, Mental Illness, pregnancy, or Substance Abuse;

for which you received Medical Care during the 90 day period that ends the day before:

1. your effective date of coverage; or
2. the effective date of a change in coverage.

Medical Care is received when:

1. a Physician is consulted or medical advice is given; or
2. Treatment is recommended, prescribed by, or received from a Physician.

Treatment includes but is not limited to:

1. medical examinations, tests, attendance or observation; and
2. use of drugs, medicines, medical services, supplies or equipment.

Is there continuity of coverage from a Prior Plan?

If you become insured under the Group Insurance Plan on the Plan Effective Date and were covered under the Prior Plan on the day before the Plan Effective Date, the Pre-existing Conditions Limitation will cease to apply on the first to occur of the following dates:

1. the Plan Effective Date, if your coverage for the Disability was not limited by a pre-existing condition restriction under the Prior Plan; or
2. if your coverage was limited by a pre-existing condition restriction under the Prior Plan, the date the restriction would have ceased to apply had the Prior Plan remained in force.

What is the Weekly Benefit for a Disability caused by such Pre-existing Condition?

There is no benefit paid for a Disability caused by such Pre-existing Condition and no benefit paid for an increase in coverage for a Disability caused by such Pre-existing Condition.

EXCLUSIONS**What Disabilities are not covered?**

The plan does not cover, and no benefit shall be paid for, any:

1. injury, sickness, Mental Illness, Substance Abuse, or pregnancy not being treated by a Physician or surgeon;
2. Disability caused or contributed to by war or act of war (declared or not);
3. Disability caused by your commission of or attempt to commit a felony, or to which a contributing cause was your being engaged in an illegal occupation;
4. Disability caused or contributed to by an intentionally self-inflicted injury;
5. sickness or injury for which workers' compensation benefits are paid, or may be paid, if duly claimed; or
6. injury sustained as a result of doing any work for pay or profit for another employer.

If you are receiving, or are eligible to receive, benefits for a Disability under a prior plan of disability benefits that:

1. was sponsored by the Employer; and
2. was terminated on the day before the Effective Date of this plan,

then no benefits will be payable for the Disability under this plan.

TERMINATION

When does your insurance terminate?

Your insurance will terminate on the earliest of:

1. the date the Group Insurance Policy terminates;
2. the date the Group Insurance Policy no longer insures your class;
3. the date premium payment is due but not paid by the Employer;
4. the last day of the period for which you make any required premium contribution, if you fail to make any further required contribution;
5. the date on which you cease to be an Active Full-time Employee in an eligible class, including:
 - a) temporary layoff;
 - b) leave of absence, including but not limited to leave for military service;
 - c) work stoppage (including a strike or lockout); or
 - d) the date your Employer ceases to be a Participant Employer, if applicable.

May coverage be continued during a family or medical leave?

If you are granted a paid leave of absence according to the Family and Medical Leave Act of 1993, your Employer may continue your insurance for up to 12 weeks, or longer if required by state law, following the date your coverage would have terminated, subject to the following:

1. the leave authorization must be in writing;
2. the required premium for you must be paid;
3. your benefit level, or the amount of earnings upon which your benefit may be based, will be that in effect on the day before said leave commenced; and
4. such continuation will cease immediately if one of the following events should occur:
 - a) the leave terminates prior to the agreed upon date;
 - b) the termination of the Group Insurance Policy;
 - c) non-payment of premium when due by the Policyholder or you;
 - d) the Group Insurance Policy no longer insures your class; or
 - e) the date your Employer ceases to be a Participant Employer, if applicable.

Does your insurance continue while you are Disabled and no longer an Active Full-time Employee?

If you are no longer an Active Full-time Employee because you are Disabled, your Short Term Disability Insurance will be continued:

1. while you remain Disabled;
2. without payment of premium after the date we receive written notice of claim; and
3. until the end of the period for which you are entitled to receive Short Term Disability Benefits.

After Short Term Disability benefit payments have ceased, your insurance will be reinstated, provided:

1. you return to work for one full day as an Active Full-time Employee in an eligible class;
2. the Group Insurance Policy remains in force; and
3. the required premium is paid.

Do benefits continue if the Group Insurance Policy terminates?

If you are entitled to benefits while Disabled and the Group Insurance Policy terminates, benefits:

1. will continue as long as you remain Disabled by the same disabling condition; but
2. will not be provided beyond the date we would have ceased to pay benefits had the insurance remained in force.

Termination for any reason of the Group Insurance Policy will have no effect on our liability under this provision.

GENERAL PROVISIONS

What happens if facts are misstated?

If material facts about you were not stated accurately:

1. your premium may be adjusted; and
2. the true facts will be used to determine if, and for what amount, coverage should have been in force.

No statement made by you relating to your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during your lifetime. In order to be used, the statement must be in writing and signed by you.

When should we be notified of a claim?

You, your supervisor or your physician must give us notice of claim by calling the special claims telephone number provided to employees. Such notice must be given by the fifth day of an absence due to the same or a related Disability.

If notice cannot be given within that time, it must be given as soon as possible after that. A representative of Hartford Life will assist the caller through the process, gathering the appropriate information from you, your physician, and the Employer.

Are special forms required to file a claim?

If required, forms will be sent to you for providing written proof of loss within 15 days after we receive a notice of claim. If these forms are not sent within 15 days, you may submit any other written proof which fully describes the nature and extent of your claim.

When must proof of loss be given?

If required, written proof of your Disability must be sent to us within 30 days after the start of the period for which the Plan owes payment. After that, we may require further written proof that you are still Disabled.

If proof is not given by the time it is due, it will not affect the claim if:

1. it was not possible to give proof within the required time; and
2. proof is given as soon as possible; but
3. not later than 1 year after it is due, unless you are not legally competent.

We have the right to require, as part of the proof of loss:

1. your signed statement identifying all Other Income Benefits; and
2. proof satisfactory to Hartford Life that you and your dependents have duly applied for all Other Income Benefits which are available.

May additional proof be required?

We may have you examined to determine if you are Disabled. Any such examination will be:

1. at our expense; and
2. as reasonably required by us.

We reserve the right to determine if your proof of loss is satisfactory.

Who gets the benefit payments?

All payments are payable to you. Any payments owed at your death may be paid to your estate. If any payment is owed to your estate, we may pay up to \$1,000 to any of your relatives who is entitled to it in our opinion. Any such payment shall fulfill our responsibility for the amount paid.

When are payment checks issued?

If written proof of loss is furnished, accrued benefits will be paid at the end of each week that you are Disabled. If payment is due at the end of a claim, it will be paid as soon as the written proof of loss is received.

What notification will you receive if your claim is denied?

If a claim for benefits is wholly or partly denied, you will be furnished with written notification of the decision. This written decision will:

1. give the specific reason(s) for the denial;
2. make specific reference to the policy provisions on which the denial is based;
3. provide a description of any additional information necessary to prepare a claim and an explanation of why it is necessary; and
4. provide an explanation of the review procedure.

What recourse do you have if your claim is denied?

On any denied claim, you or your representative may appeal to us for a full and fair review. You may:

1. request a review upon written application within 60 days of the claim denial;
2. review pertinent documents; and
3. submit issues and documents in writing.

We will make a decision no more than 60 days after the receipt of the request, except in special circumstances (such as the need to hold a hearing), but in no case more than 120 days after the request for review is received. The written decision will include specific references to the policy provisions on which the decision is based.

When can legal action be started?

Legal action cannot be taken against us:

1. sooner than 60 days after due proof of loss has been furnished; or
2. later than the expiration of:
 - a) 3 years; or if longer
 - b) the period of time stated in the applicable Statute of Limitations,

after the time written proof of loss is required to be furnished according to the terms of the Group Insurance Policy.

Must you apply for Social Security Disability Benefits?

We may require that you apply for Social Security Disability Benefits if it appears that your Disability may meet the minimum duration required to qualify for such benefits. If the Social Security Administration denies your eligibility for any such benefits, you will be required to follow the process established by the Social Security Administration to reconsider the denial and, if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals.

Who interprets policy terms and conditions?

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of the Group Insurance Policy.

ERISA

**The Following Important Notice
is Provided by Your Employer
for your Information Only.**

Conforming Instrument

For the purpose of meeting certain requirements of the Employee Retirement Income Security Act of 1974, the following information and the attached Claim Procedures and Statement of ERISA Rights are provided for use with your booklet-certificate to form the Summary Plan Description.

The benefits described in your booklet are provided under a group policy by the Insurance Company and are subject to the terms and conditions of that policy.

A copy of this policy is available for your review during normal working hours in the office of the Plan Administrator.

1. Plan Name

Group Short Term Disability Plan, part of a Welfare Benefits Plan providing many welfare benefits for employees of MCI WORLDCOM, INC.

2. Plan Number

501

3. Employer/Plan Sponsor

MCI WORLDCOM, INC.
500 Clinton Center Drive
Clinton, Mississippi 39054

4. Employer Identification Number

58-1521612

5. Type of Plan

Welfare Benefit Plan providing many welfare benefits, including Group Short Term Disability.

6. Plan Administrator

MCI WORLDCOM, INC.
500 Clinton Center Drive
Clinton, Mississippi 39054

Claim Administrator

Hartford Life and Accident Insurance Company
200 Hopmeadow Street
Simsbury, CT 06089

Plan Administrator is responsible for the overall administration of the employer-sponsored Welfare Benefit Plan providing the Group Short Term Disability including, but not limited to, the purchase of insurance to fund the benefits under the Plan

Claims Administrator is responsible for the processing of claims in accordance with the employer-sponsored Welfare Benefit Plan providing the Group Short Term Disability funded through the purchase of insurance.

7. Agent for Service of Legal Process

For the Plan:

MCI WORLDCOM, INC.
500 Clinton Center Drive
Clinton, Mississippi 39054

For the Policy:

Hartford Life And Accident Insurance Company
200 Hopmeadow St.
Simsbury, CT 06089

8. Sources of Contributions -- The Employer pays the premium for the insurance, but may allocate part of the cost to the employee. The Employer determines the portion of the cost to be paid by the employee.

9. Type of Administration -- The plan is administered by the Plan Administrator with benefits provided in accordance with the provisions of the applicable group policy.

10. The Plan and its records are kept on a Policy Year basis, January1 through December 31.

11. Labor Organizations

None

12. Names and Addresses of Trustees

None

13. Plan Amendment Procedure

The Plan Administrator reserves full authority, at its sole discretion, to terminate, suspend, withdraw, reduce, amend or modify the Plan, in whole or in part, at any time, without prior notice.

The Employer also reserves the right to adjust your share of the cost to continue coverage by the same procedures.

Statement of ERISA Rights

You are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

1. Examine, without charge, at the plan administrator's office and at other locations (work-sites and union halls), all plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the plan with the U.S. Department of Labor, such as annual reports and plan descriptions.
2. Obtain copies of all plan documents and other plan information upon written request to the plan administrator. The administrator may make a reasonable charge for the copies.
3. Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary financial report.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

If your claim for a welfare benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Claim Procedures

1. Claims for Benefits -- An employee wishing to present a claim for benefits for himself or his insured dependents should obtain a claim form or forms from his Employer or Administrator. The applicable section of such form or forms should be completed by (1) Employee, (2) Employer or Administrator and (3) Attending Physician or Hospital.

Following completion, the claim form or forms should be forwarded to the individual authorized to process and pay claims (Administrator or Insurance Company's Claim Representative). The individual authorized to process and pay the claims will compute benefits due, and will issue draft(s) in settlement. Unless the employee assigns benefits to a doctor or to a hospital, draft(s) will be made payable to the employee.

A decision will be made by the Insurance Company no more than 90 days after receipt of due proof of loss, except in special circumstances (such as the need to obtain further information), but in no case more than 180 days after the due proof of loss is received. The written decision will include specific reasons for the decision and specific references to the plan provisions on which the decision is based.

2. **Appealing Denial of Claims** -- If a claim for benefits is wholly or partially denied, notice of the decision shall be furnished to the employee. This written decision will:
 - a) give the specific reason or reasons for denial;
 - b) make specific reference to policy provisions on which the denial is based;
 - c) provide a description of any additional information necessary to prepare the claim and an explanation of why it is necessary; and
 - d) provide an explanation of the review procedure.

On any denied claim an employee or his representative may appeal to the Insurance Company for a full and fair review. The claimant may:

- a) request a review upon written application within 60 days of receipt of claim denial;
- b) review pertinent documents; and
- c) submit issues and comments in writing.

A decision will be made by the Insurance Company no more than 60 days after receipt of the request for review, except in special circumstances (such as the need to hold a hearing), but in no case more than 120 days after the request for review is received. The written decision will include specific reasons for the decision and specific references to the plan provisions on which the decision is based.

The Plan Described in this Booklet

is Insured by the

Hartford Life and Accident Insurance Company
Hartford, Connecticut

Member of The Hartford Insurance Group

Form 673565(GRH)1



H-20

Printed in U.S.A. 12-99

THIS POLICY IS A REPLACEMENT IN ITS ENTIRETY TO GROUP POLICY 673565, REVISED JANUARY 30, 2002, EFFECTIVE JANUARY 1, 2002.

Name of Policyholder: WORLDCOM, INC.

Policy Number:
GRH/GLT-673565

Effective Date:
January 1, 2000

Place of Delivery:
Mississippi

Anniversary Dates:
January 1 of each year, beginning in 2001.

Premium Due Dates:
Monthly, on the first day of each policy month.

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY
200 Hopmeadow Street, Simsbury, Connecticut 06089

(A stock insurance company, herein called Hartford Life)

Agrees with the Policyholder to insure certain persons who are entitled to the insurance provided by this policy. This policy is issued in consideration of the application of the Policyholder, and the payment of the first premium. The first premium is due and payable on the effective date of the policy. Subject to the policy's grace period provision, all premiums after the first must be paid when or before they are due.

Signed for Hartford Life:



Christine Hayer Repasy, *Secretary*



Thomas M. Marra, *President*

Countersigned by _____
Licensed Resident Agent

Table of Contents

Agreement to Insure	1
Participant Employers	2
Incorporation Provision	3
Schedule of Insurance	3.1
Premiums	4
Policy Provisions	7

PARTICIPANT EMPLOYERS

An employer may be included as a Participant Employer if the Policyholder and Hartford Life so agree. Hartford Life will keep a list of accepted Participant Employers and the effective dates of coverage for each.

The Policyholder may act for or on behalf of all Participant Employers in all matters of the policy. The following will be binding on all Participant Employers:

- all agreements between Hartford Life and the Policyholder;
- all notices from Hartford Life to the Policyholder; and
- all notices from the Policyholder to Hartford Life.

An employee of a Participant Employer will be deemed to be an employee of the Policyholder for insurance purposes.

Coverage for a Participant Employer will terminate on the first to occur of:

- the date his premium is due, but not paid; or
- the date on which the Policyholder wants the employer to be removed from the policy. Such date must be stated in written notice to Hartford Life, and must be after the date of the notice.

INCORPORATION PROVISION

Booklet-Certificate

The Booklet-certificate(s), and the endorsement form(s) enclosed therein, attached to this Policy are hereby incorporated in, and made a part of, this policy.

Booklet Form(s):

673565(GRH)1

673565(GLT)1

Endorsement Form(s):

GR-2025(496)A-HLA 673565(GLT)1 (B)(Effective 11-1-01)

GR-2025(496)A-HLA 673565(GLT)1 (C)(Effective 12-4-01)

GR-2025(496)A-HLA 673565(GLT)1 (D)(Effective 1-1-02)

GR-2025(496)A-HLA 673565(GLT)1 (A)(Effective 7-1-00)

GR-2025(496)A-HLA 673565(GRH)1 (A)(Effective 7-1-00)

GR-2025(496)A-HLA 673565(GRH)1 (B)(Effective 11-1-01)

GR-2025(496)A-HLA 673565(GRH)1 (C Rev.)(Effective 1-1-01)

GR-2025(496)A-HLA 673565(GRH)1 (D)(Effective 12-4-01)

GR-2025(496)A-HLA 673565(GRH)1 (E)(Effective 1-1-02)

GR-2025(496)A-HLA 673565(GRH)1/673565(GLT)1 No. 1

The terms found in the Booklet-certificate(s) will control:

- the benefit plan provisions;
- the eligibility and effective date of insurance rules;
- the termination of insurance rules;
- exclusions; and
- other general policy provisions pertaining to state insurance law requirements.

H-23

SCHEDULE OF INSURANCE

Schedule of Insurance

The Schedule(s) of Insurance for Group Insurance Policy GRH/GLT-673565 listed below:

- Group Short Term Disability
- Group Long Term Disability

are shown in Booklet-certificate(s) 673565(GRH)1 and 673565(GLT)1.

The Schedule(s) of Insurance will control the:

- benefit amounts and maximum limits;
- eligibility and effective date rules; and
- other schedule amounts and limits,

which apply to the employees of the Policyholder.

PREMIUMS**Monthly Premium Rates**

The monthly premium rates to be charged for employee Coverage and/or child/spouse coverage, if applicable, will be:

Weekly Disability Benefits (Non-Statutory States)

24 and below	\$.552
25-29	\$.506
30-34	\$.421
35-39	\$.373
40-44	\$.398
45-49	\$.456
50-54	\$.523
55-59	\$.658
60-64	\$.806
65 and above	\$.869

Long Term Disability Benefits

OPTION 1 CORE PLAN

\$.239 per \$100 of Insured Payroll

OPTION 2 BUY-UP PLAN

Less than age 30	\$.122
30 years of age but less than 35 years of age	\$.165
35 years of age but less than 40 years of age	\$.221
40 years of age but less than 45 years of age	\$.313
45 years of age but less than 50 years of age	\$.403
50 years of age but less than 55 years of age	\$.494
55 years of age but less than 60 years of age	\$.586
60 years of age but less than 65 years of age	\$.666
65 years of age but less than 70 years of age	\$.749
70 years of age or more	\$.672

For Long Term Disability Benefits, the amount of an employee's Earnings which is disregarded in determining his Monthly Benefit because of the Maximum Monthly Benefit limitation will also be disregarded in determining the amount of the total insured payroll.

The Monthly Premium Rates may be converted as follows:

To Convert Rates to:	Use a Conversion Factor of:
-- annual rates	11.8227
-- semi-annual rates	5.9557
-- quarterly rates	2.9852

PREMIUMS
(Continued)

Change in Monthly Premium Rates

Monthly Premium rates are guaranteed as follows:

<u>Weekly Disability Benefits</u>	12 months
<u>Long Term Disability Benefits</u>	12 months

Subject to the Rate Guarantee period shown above, Hartford Life has the right to change premium rates on any premium due date if:

- written notice is delivered to the Policyholder's last address on record; and
- the change is effective at least 31 days after the date of notice.

The rate guarantee described above (the "Rate Guarantee") supersedes only those provisions appearing elsewhere in this policy which give Hartford Life the right to change the premium rates, and then, only for the period of time stated for the Rate Guarantee. However, Hartford Life may change the premium rates during the Rate Guarantee period if there is a change in the group policy, or if there is a 10% increase or decrease in the number of insured employees, or if the Policyholder adds or deletes a subsidiary or affiliated business entity. Hartford Life may also change the premium rates during the Guarantee Period if there has been a material misstatement in the reported experience during the pre-sale process. The Rate Guarantee in no way affects, amends or supersedes any other provision in this policy.

Calculation

Premiums may be calculated by multiplying the rate times the applicable number of units of coverage.

If any insurance is added, increased or becomes effective after the policy is in force, the premium charges will begin:

- the day the coverage is effective, if it is also the first day of a policy month; or if not
- the first day of the next policy month.

For insurance which is terminated, premium charges will stop as of the first day of the next policy month.

Premiums may be calculated by any other method which both Hartford Life and the Policyholder agree to in writing.

PREMIUMS
(Continued)

Premium Payments

Premium payments are due and payable in full to a place designated by Hartford Life.

Payment of premiums for a period before it is due will not guarantee the insurance for that period.

Experience Rating

If the policy is experience rated, any credit amount due the Policyholder will be allowed him on the Policy Anniversary Date and, at the Policyholder's request, will be:

- paid to him in cash;
- used to reduce his premiums; or
- used to provide additional insurance for Covered Persons.

Any credit amount shall be determined by the rating plan or plans used by Hartford Life.

POLICY PROVISIONS

Entire Contract

The contract between the parties consists of:

- the policy;
- the application of the Policyholder, a copy of which is attached to and made a part of the policy when issued; and
- the applications, if any, of each insured person.

All statements made by the Policyholder, Participant Employers, and persons insured under the policy are true and complete to the best of the knowledge and belief of the person(s) making them. No statement will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his beneficiary.

Incontestability

Except for non-payment of premium, the insurance provided by the policy cannot be contested after such insurance has been in effect for a period of 2 years.

Change in The Policy

No change may be made unless approved in writing by the President; or a Vice President; an Assistant Vice President; a Secretary; or an Assistant Secretary of Hartford Life. No other person may change or waive any part of the policy. Any approved change shall be added to the policy in writing.

If any change to state or federal law, including but not limited to the Federal Social Security Act, affects Hartford Life's liability under the policy, Hartford Life may change the policy, the premiums or both. Such change:

- will be effective as of the date of the change to the state or federal law;
- will not be made until Hartford Life gives the Policyholder 31 days notice.

Right to Amend

Notwithstanding the above, after the policy has been in force for 12 months, Hartford Life may change any or all of the provisions of this contract by notifying the Policyholder. Hartford Life must give the Policyholder at least 31 days advance written notice of any change.

Grace Period

Hartford Life will allow the Policyholder a 60 day grace period for the payment of all premiums. During this 60 day period, the policy will stay in force. If the owed premium is not paid by the 60th day, the policy will automatically terminate. If the Policyholder gives Hartford Life written advance notice of an earlier cancellation date, the policy will terminate on the earlier date. Premium is due for each day the policy is in force.

H-28

POLICY PROVISIONS
(Continued)

Termination of Policy

Hartford Life may terminate the policy for the following reasons by giving the Policyholder 31 days written notice:

- The Policyholder fails to furnish any information which Hartford Life may reasonably require;
- The Policyholder fails to perform any of his other obligations pertaining to this policy;
- Less than 100% of the persons eligible for coverage on a Non-contributory Basis are insured; or
- Less than 75% of the persons eligible for coverage on a Contributory Basis are insured.
- Fewer than 10 persons are insured.

In addition, Hartford Life may terminate this policy on any premium due date after the policy has been in force for 12 months.

Certificate

Hartford Life will give the Policyholder an individual Booklet-certificate for each insured employee. The Booklet-certificate is part of the policy, and will explain the important features of the policy.

Data To Be Furnished

The Policyholder will give Hartford Life all information Hartford Life needs regarding matters pertaining to the insurance. At any reasonable time while the policy is in force and for 1 year after that, Hartford Life may inspect any of the Policyholder's documents, books, or records which may affect the insurance or premiums of this policy.

If the Policyholder gives Hartford Life any incorrect information, the relevant facts will be determined to establish if insurance is in effect and in what amount.

No person will be deprived of insurance to which he is otherwise entitled or have insurance to which he is not entitled, because of any misstatement of fact by the Policyholder. Any required adjustment may be made in premiums or benefits.

No Replacement for Workers' Compensation

The policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

Time Period

All periods begin and end at 12:01 A.M., standard time, at the Policyholder's address.

Jurisdiction

This policy is governed by the laws of the state where it is delivered.

THIS POLICY IS A REPLACEMENT IN ITS ENTIRETY TO GROUP POLICY 673565, REVISED JANUARY 2, 2002, EFFECTIVE JANUARY 1, 2001.

Name of Policyholder: WORLDCOM, INC.

Policy Number:
GRH/GLT-673565

Effective Date:
January 1, 2000

Place of Delivery:
Mississippi

Anniversary Dates:
January 1 of each year, beginning in 2001.

Premium Due Dates:
Monthly, on the first day of each policy month.

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY
200 Hopmeadow Street, Simsbury, Connecticut 06089

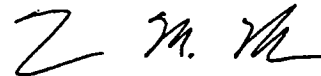
(A stock insurance company, herein called Hartford Life)

Agrees with the Policyholder to insure certain persons who are entitled to the insurance provided by this policy. This policy is issued in consideration of the application of the Policyholder, and the payment of the first premium. The first premium is due and payable on the effective date of the policy. Subject to the policy's grace period provision, all premiums after the first must be paid when or before they are due.

Signed for Hartford Life:



Christine Hayer Repasy, *Secretary*



Thomas M. Marra, *President*

Countersigned by _____
Licensed Resident Agent

Table of Contents

Agreement to Insure _____	1
Participant Employers _____	2
Incorporation Provision _____	3
Schedule of Insurance _____	3.1
Premiums _____	4
Policy Provisions _____	7

H-30

PARTICIPANT EMPLOYERS

An employer may be included as a Participant Employer if the Policyholder and Hartford Life so agree. Hartford Life will keep a list of accepted Participant Employers and the effective dates of coverage for each.

The Policyholder may act for or on behalf of all Participant Employers in all matters of the policy. The following will be binding on all Participant Employers:

- all agreements between Hartford Life and the Policyholder;
- all notices from Hartford Life to the Policyholder; and
- all notices from the Policyholder to Hartford Life.

An employee of a Participant Employer will be deemed to be an employee of the Policyholder for insurance purposes.

Coverage for a Participant Employer will terminate on the first to occur of:

- the date his premium is due, but not paid; or
- the date on which the Policyholder wants the employer to be removed from the policy. Such date must be stated in written notice to Hartford Life, and must be after the date of the notice.

H-31

INCORPORATION PROVISION

Booklet-Certificate

The Booklet-certificate(s), and the endorsement form(s) enclosed therein, attached to this Policy are hereby incorporated in, and made a part of, this policy.

Booklet Form(s):

673565(GRH)1(Effective January 1, 2000)

673565(GLT)1(Effective January 1, 2000)

Endorsement Form(s):

GR-2025(496)A-HLA 673565(GRH)1 (C Rev.)(Effective January 1, 2001)

The terms found in the Booklet-certificate(s) will control:

- the benefit plan provisions;
- the eligibility and effective date of insurance rules;
- the termination of insurance rules;
- exclusions; and
- other general policy provisions pertaining to state insurance law requirements.

SCHEDULE OF INSURANCE

Schedule of Insurance

The Schedule(s) of Insurance for Group Insurance Policy GRH/GLT-673565 listed below:

- Group Short Term Disability
- Group Long Term Disability

are shown in Booklet-certificate(s) 673565(GRH)1 and 673565(GLT)1.

The Schedule(s) of Insurance will control the:

- benefit amounts and maximum limits;
- eligibility and effective date rules; and
- other schedule amounts and limits,

which apply to the employees of the Policyholder.

PREMIUMS**Monthly Premium Rates**

The monthly premium rates to be charged for employee Coverage and/or child/spouse coverage, if applicable, will be:

Weekly Disability Benefits (Non-Statutory States)

24 and below	\$.552
25-29	\$.506
30-34	\$.421
35-39	\$.373
40-44	\$.398
45-49	\$.456
50-54	\$.523
55-59	\$.658
60-64	\$.806
65 and above	\$.869

Long Term Disability Benefits

OPTION 1 CORE PLAN \$.239 per \$100 of Insured Payroll

OPTION 2 BUY-UP PLAN

Less than age 30	\$.122
30 years of age but less than 35 years of age	\$.165
35 years of age but less than 40 years of age	\$.221
40 years of age but less than 45 years of age	\$.313
45 years of age but less than 50 years of age	\$.403
50 years of age but less than 55 years of age	\$.494
55 years of age but less than 60 years of age	\$.586
60 years of age but less than 65 years of age	\$.666
65 years of age but less than 70 years of age	\$.749
70 years of age or more	\$.672

For Long Term Disability Benefits, the amount of an employee's Earnings which is disregarded in determining his Monthly Benefit because of the Maximum Monthly Benefit limitation will also be disregarded in determining the amount of the total insured payroll.

The Monthly Premium Rates may be converted as follows:

To Convert Rates to:	Use a Conversion Factor of:
-- annual rates	11.8227
-- semi-annual rates	5.9557
-- quarterly rates	2.9852

PREMIUMS
(Continued)

Change in Monthly Premium Rates

Monthly Premium rates are guaranteed as follows:

<u>Weekly Disability Benefits</u>	30 months
<u>Long Term Disability Benefits</u>	30 months

Subject to the Rate Guarantee period shown above, Hartford Life has the right to change premium rates on any premium due date if:

- written notice is delivered to the Policyholder's last address on record; and
- the change is effective at least 31 days after the date of notice.

The rate guarantee described above (the "Rate Guarantee") supersedes only those provisions appearing elsewhere in this policy which give Hartford Life the right to change the premium rates, and then, only for the period of time stated for the Rate Guarantee. However, Hartford Life may change the premium rates during the Rate Guarantee period if there is a change in the group policy, or if there is a 10% increase or decrease in the number of insured employees, or if the Policyholder adds or deletes a subsidiary or affiliated business entity. Hartford Life may also change the premium rates during the Guarantee Period if there has been a material misstatement in the reported experience during the pre-sale process. The Rate Guarantee in no way affects, amends or supersedes any other provision in this policy.

Calculation

Premiums may be calculated by multiplying the rate times the applicable number of units of coverage.

If any insurance is added, increased or becomes effective after the policy is in force, the premium charges will begin:

- the day the coverage is effective, if it is also the first day of a policy month; or if not
- the first day of the next policy month.

For insurance which is terminated, premium charges will stop as of the first day of the next policy month.

Premiums may be calculated by any other method which both Hartford Life and the Policyholder agree to in writing.

PREMIUMS
(Continued)

Premium Payments

Premium payments are due and payable in full to a place designated by Hartford Life or, with respect to the initial premium payment, premium payments may be made to an authorized agent of Hartford Life.

Payment of premiums for a period before it is due will not guarantee the insurance for that period.

Experience Rating

If the policy is experience rated, any credit amount due the Policyholder will be allowed him on the Policy Anniversary Date and, at the Policyholder's request, will be:

- paid to him in cash;
- used to reduce his premiums; or
- used to provide additional insurance for Covered Persons.

Any credit amount shall be determined by the rating plan or plans used by Hartford Life.

POLICY PROVISIONS

Entire Contract

The contract between the parties consists of:

- the policy;
- the application of the Policyholder, a copy of which is attached to and made a part of the policy when issued; and
- the applications, if any, of each insured person.

All statements made by the Policyholder, Participant Employers, and persons insured under the policy are true and complete to the best of the knowledge and belief of the person(s) making them. No statement will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his beneficiary.

Incontestability

Except for non-payment of premium, the insurance provided by the policy cannot be contested after such insurance has been in effect for a period of 2 years.

Change in The Policy

No change may be made unless approved in writing by the President; or a Vice President; an Assistant Vice President; a Secretary; or an Assistant Secretary of Hartford Life. No other person may change or waive any part of the policy. Any approved change shall be added to the policy in writing.

If any change to state or federal law, including but not limited to the Federal Social Security Act, affects Hartford Life's liability under the policy, Hartford Life may change the policy, the premiums or both. Such change:

- will be effective as of the date of the change to the state or federal law;
- will not be made until Hartford Life gives the Policyholder 31 days notice.

Right to Amend

Notwithstanding the above, after the policy has been in force for 12 months, Hartford Life may change any or all of the provisions of this contract by notifying the Policyholder. Hartford Life must give the Policyholder at least 31 days advance written notice of any change.

Grace Period

Hartford Life will allow the Policyholder a 60 day grace period for the payment of all premiums. During this 60 day period, the policy will stay in force. If the owed premium is not paid by the 60th day, the policy will automatically terminate. If the Policyholder gives Hartford Life written advance notice of an earlier cancellation date, the policy will terminate on the earlier date. Premium is due for each day the policy is in force.

POLICY PROVISIONS
(Continued)

Termination of Policy

Hartford Life may terminate the policy for the following reasons by giving the Policyholder 31 days written notice:

- The Policyholder fails to furnish any information which Hartford Life may reasonably require;
- The Policyholder fails to perform any of his other obligations pertaining to this policy;
- Less than 100% of the persons eligible for coverage on a Non-contributory Basis are insured; or
- Less than 75% of the persons eligible for coverage on a Contributory Basis are insured.
- Fewer than 10 persons are insured.

In addition, Hartford Life may terminate this policy on any premium due date after the policy has been in force for 12 months.

Certificate

Hartford Life will give the Policyholder an individual Booklet-certificate for each insured employee. The Booklet-certificate is part of the policy, and will explain the important features of the policy.

Data To Be Furnished

The Policyholder will give Hartford Life all information Hartford Life needs regarding matters pertaining to the insurance. At any reasonable time while the policy is in force and for 1 year after that, Hartford Life may inspect any of the Policyholder's documents, books, or records which may affect the insurance or premiums of this policy.

If the Policyholder gives Hartford Life any incorrect information, the relevant facts will be determined to establish if insurance is in effect and in what amount.

No person will be deprived of insurance to which he is otherwise entitled or have insurance to which he is not entitled, because of any misstatement of fact by the Policyholder. Any required adjustment may be made in premiums or benefits.

No Replacement for Workers' Compensation

The policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

Time Period

All periods begin and end at 12:01 A.M., standard time, at the Policyholder's address.

Jurisdiction

This policy is governed by the laws of the state where it is delivered.

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY
Hartford, Connecticut
Endorsement

Policyholder: WORLDCOM, INC.

Group Policy No.: GRH-673565

Effective Date: July 1, 2000

This endorsement forms a part of your Booklet-certificate which describes the provisions of the group policy specified above.

With respect to All Active Full-time Wireless One Employees, Your Booklet-certificate is amended as follows:

1. The **Eligibility Waiting Period** provision shown in the **SCHEDULE OF INSURANCE** is amended to read as follows:

When will You become eligible? (Eligibility Waiting Period)

You are eligible on the later of either the Plan Effective date or the date You enter an Eligible Class.

2. The **PRE-EXISTING CONDITIONS LIMITATIONS** provision and all references to it, do not apply to You.

3. The **How do you enroll?** provision shown in the **ELIGIBILITY AND ENROLLEMENT** section is amended to read as follows:

How do you enroll?

To enroll for this plan, you must use the Employer's on-line enrollment process.

You must enroll between the date you become an Eligible Person and your 50th day after becoming eligible. The following limitations will apply to a later enrollment:

1. You may not enroll until:
 - a) an Annual Enrollment Period; or
 - b) you have a Change in Family Status.

Any such enrollment must be made during the Annual Enrollment Period or within 60 days of the Change in Family Status.

The dates of the Annual Enrollment Period are shown in the Schedule of Insurance.

4. The **What is Evidence of Insurability?** provision shown in **ELIGIBILITY AND ENROLLEMENT** section does not apply to you.
5. The **When Does Your coverage start?** provision shown in the **WHEN COVERAGE STARTS** section is amended to read as follows:



Christine Hayer Repasy, *Secretary*



Thomas M. Marra, *President*

When does your coverage start?

1. If you must contribute towards the plan's cost, your coverage starts on the date you are eligible, if you enroll or have enrolled by then;
 2. the date on which you enroll, if you do so within your initial enrollment period; or
 3. the first day of the calendar year following the Annual Enrollment Period if you enroll during an Annual Enrollment Period.
6. The **Can you change benefit options?** provision shown in the **CHANGES IN COVERAGE** section is amended to read as follows:

Can you change benefit options?

You may change to an option providing increased or decreased benefits only:

1. during an Annual Enrollment Period; or
 2. within 60 days of a Change in Family Status.
7. The **When will a requested change in benefit options take effect?** provision shown in the **CHANGES IN COVERAGE** section is amended to read as follows:

When will a requested change in benefit options take effect?

If you enroll for a change in benefit option during an Annual Enrollment Period, the change will take effect on the first day of January following the Annual Enrollment Period.

If you enroll for a change in benefit option within 60 days following a Change in Family Status, the change will take effect on the date you enroll for the change.

Any such increase in coverage is subject to the limitations stated in the Deferred Effective Date Provision and the Pre-Existing Conditions Limitation Provision.

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY
Hartford, Connecticut
Endorsement

Policyholder: WORLDCOM, INC.

Group Policy No.: GRH-673565

Effective Date: November 1, 2001

This endorsement forms a part of your Booklet-certificate which describes the provisions of the group policy specified above.

With respect to All Active Full-time CSX Employees, Your Booklet-certificate is amended as follows:

1. The **Eligibility Waiting Period** provision shown in the **SCHEDULE OF INSURANCE** is amended to read as follows:

When will You become eligible? (Eligibility Waiting Period)

You are eligible on the later of either the Plan Effective date or the date You enter an Eligible Class.

2. The **PRE-EXISTING CONDITIONS LIMITATIONS** provision and all references to it, do not apply to You.
3. The **How do you enroll?** provision shown in the **ELIGIBILITY AND ENROLLEMENT** section is amended to read as follows:

How do you enroll?

To enroll for this plan, you must use the Employer's on-line enrollment process.

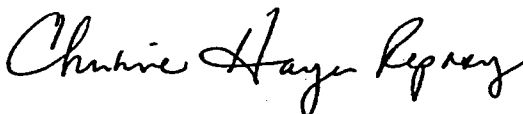
You must enroll between the date you become an Eligible Person and your 50th day after becoming eligible. The following limitations will apply to a later enrollment:

1. You may not enroll until:
 - a) an Annual Enrollment Period; or
 - b) you have a Change in Family Status.

Any such enrollment must be made during the Annual Enrollment Period or within 60 days of the Change in Family Status.

The dates of the Annual Enrollment Period are shown in the Schedule of Insurance.

4. The **What is Evidence of Insurability?** provision shown in **ELIGIBILITY AND ENROLLEMENT** section does not apply to you.
5. The **When Does Your coverage start?** provision shown in the **WHEN COVERAGE STARTS** section is amended to read as follows:



Christine Hayer Repasy, *Secretary*



Thomas M. Marra, *President*

When does your coverage start?

1. If you must contribute towards the plan's cost, your coverage starts on the date you are eligible, if you enroll or have enrolled by then;
 2. the date on which you enroll, if you do so within your initial enrollment period; or
 3. the first day of the calendar year following the Annual Enrollment Period if you enroll during an Annual Enrollment Period.
6. The **Can you change benefit options?** provision shown in the **CHANGES IN COVERAGE** section is amended to read as follows:

Can you change benefit options?

You may change to an option providing increased or decreased benefits only:

1. during an Annual Enrollment Period; or
 2. within 60 days of a Change in Family Status.
7. The **When will a requested change in benefit options take effect?** provision shown in the **CHANGES IN COVERAGE** section is amended to read as follows:

When will a requested change in benefit options take effect?

If you enroll for a change in benefit option during an Annual Enrollment Period, the change will take effect on the first day of January following the Annual Enrollment Period.

If you enroll for a change in benefit option within 60 days following a Change in Family Status, the change will take effect on the date you enroll for the change.

Any such increase in coverage is subject to the limitations stated in the Deferred Effective Date Provision and the Pre-Existing Conditions Limitation Provision.

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY
Hartford, Connecticut
Endorsement

Policyholder: WORLDCOM, INC.

Group Policy No.: GRH-673565

Effective Date: January 1, 2001

This endorsement forms a part of your Booklet-certificate which describes the provisions of the group policy specified above.

With respect to All Active Full-time Employees who are Vice President level or above, Your Booklet-certificate is amended to include the following:

Supplemental Weekly Benefit:

The Supplemental Weekly Benefit will be the lesser of:

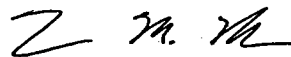
- 60% of your Weekly Earnings; or
- \$3,000,

reduced by the amount of Basic Weekly Benefit received under the Plan and Other Income Benefits. Amounts received under this Supplemental Weekly Benefit will not reduce the Basic Weekly Benefit.

You do not contribute toward the cost of coverage for the Supplemental Weekly Benefit.



Christine Hayer Repasy, *Secretary*



Thomas M. Marra, *President*

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY
Hartford, Connecticut
Endorsement

Policyholder: WORLDCOM, INC.

Group Policy No.: GRH-673565

Effective Date: December 4, 2001

This endorsement forms a part of your Booklet-certificate which describes the provisions of the group policy specified above.

With respect to All Active Full-time Rhythms Employees, Your Booklet-certificate is amended as follows:

1. The **Eligibility Waiting Period** provision shown in the **SCHEDULE OF INSURANCE** is amended to read as follows:

When will You become eligible? (Eligibility Waiting Period)

You are eligible on the later of either the Plan Effective date or the date You enter an Eligible Class.

2. The **PRE-EXISTING CONDITIONS LIMITATIONS** provision and all references to it, do not apply to You.
3. The **How do you enroll?** provision shown in the **ELIGIBILITY AND ENROLLEMENT** section is amended to read as follows:

How do you enroll?

To enroll for this plan, you must use the Employer's on-line enrollment process.

You must enroll between the date you become an Eligible Person and your 50th day after becoming eligible. The following limitations will apply to a later enrollment:

1. You may not enroll until:
 - a) an Annual Enrollment Period; or
 - b) you have a Change in Family Status.


Any such enrollment must be made during the Annual Enrollment Period or within 60 days of the Change in Family Status.

The dates of the Annual Enrollment Period are shown in the Schedule of Insurance.

4. The **What is Evidence of Insurability?** provision shown in **ELIGIBILITY AND ENROLLEMENT** section does not apply to you.
5. The **When Does Your coverage start?** provision shown in the **WHEN COVERAGE STARTS** section is amended to read as follows:



Christine Hayer Repasy, *Secretary*



Thomas M. Marra, *President*

When does your coverage start?

1. If you must contribute towards the plan's cost, your coverage starts on the date you are eligible, if you enroll or have enrolled by then;
 2. the date on which you enroll, if you do so within your initial enrollment period; or
 3. the first day of the calendar year following the Annual Enrollment Period if you enroll during an Annual Enrollment Period.
6. The **Can you change benefit options?** provision shown in the **CHANGES IN COVERAGE** section is amended to read as follows:

Can you change benefit options?

You may change to an option providing increased or decreased benefits only:

1. during an Annual Enrollment Period; or
 2. within 60 days of a Change in Family Status.
7. The **When will a requested change in benefit options take effect?** provision shown in the **CHANGES IN COVERAGE** section is amended to read as follows:

When will a requested change in benefit options take effect?

If you enroll for a change in benefit option during an Annual Enrollment Period, the change will take effect on the first day of January following the Annual Enrollment Period.

If you enroll for a change in benefit option within 60 days following a Change in Family Status, the change will take effect on the date you enroll for the change.

Any such increase in coverage is subject to the limitations stated in the Deferred Effective Date Provision and the Pre-Existing Conditions Limitation Provision.

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY
Hartford, Connecticut
Endorsement

Policyholder: WORLDCOM, INC.

Group Policy No.: GRH-673565

Effective Date: January 1, 2002

This endorsement forms a part of your Booklet-certificate which describes the provisions of the group policy specified above.

With respect to All Active Full-time Adesta Transportation Employees, Your Booklet-certificate is amended as follows:

1. The **Eligibility Waiting Period** provision shown in the **SCHEDULE OF INSURANCE** is amended to read as follows:

When will You become eligible? (Eligibility Waiting Period)

You are eligible on the later of either the Plan Effective date or the date You enter an Eligible Class.

2. The **PRE-EXISTING CONDITIONS LIMITATIONS** provision and all references to it, do not apply to You.
3. The **How do you enroll?** provision shown in the **ELIGIBILITY AND ENROLLEMENT** section is amended to read as follows:

How do you enroll?

To enroll for this plan, you must use the Employer's on-line enrollment process.


You must enroll between the date you become an Eligible Person and your 50th day after becoming eligible. The following limitations will apply to a later enrollment:

1. You may not enroll until:
 - a) an Annual Enrollment Period; or
 - b) you have a Change in Family Status.

Any such enrollment must be made during the Annual Enrollment Period or within 60 days of the Change in Family Status.

The dates of the Annual Enrollment Period are shown in the Schedule of Insurance.

4. The **What is Evidence of Insurability?** provision shown in **ELIGIBILITY AND ENROLLEMENT** section does not apply to you.
5. The **When Does Your coverage start?** provision shown in the **WHEN COVERAGE STARTS** section is amended to read as follows:



Christine Hayer Repasy, *Secretary*



Thomas M. Marra, *President*

When does your coverage start?

1. If you must contribute towards the plan's cost, your coverage starts on the date you are eligible, if you enroll or have enrolled by then;
2. the date on which you enroll, if you do so within your initial enrollment period; or
3. the first day of the calendar year following the Annual Enrollment Period if you enroll during an Annual Enrollment Period.

6. The **Can you change benefit options?** provision shown in the **CHANGES IN COVERAGE** section is amended to read as follows:

Can you change benefit options?

You may change to an option providing increased or decreased benefits only:

1. during an Annual Enrollment Period; or
2. within 60 days of a Change in Family Status.

7. The **When will a requested change in benefit options take effect?** provision shown in the **CHANGES IN COVERAGE** section is amended to read as follows:

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If you enroll for a change in benefit option during an Annual Enrollment Period, the change will take effect on the first day of January following the Annual Enrollment Period.

If you enroll for a change in benefit option within 60 days following a Change in Family Status, the change will take effect on the date you enroll for the change.

Any such increase in coverage is subject to the limitations stated in the Deferred Effective Date Provision and the Pre-Existing Conditions Limitation Provision.

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY
Hartford, Connecticut
Endorsement

Policyholder: WORLDCOM, INC.

Group Policy No.: GRH/GLT-673565

Effective Date: January 1, 2002

This endorsement forms a part of your Booklet-certificate which describes the provisions of the group policy specified above.

The Eligible Class(es) description shown in the **SCHEDULE OF INSURANCE** is amended to read as follows:

Eligible Class(es): All Active Full-time Employees of WorldCom, Inc. and their subsidiaries



Christine Hayer Repasy, *Secretary*



Thomas M. Marra, *President*